

## INVITATION TO BID

**Bid Number: 161706, Waste Disposal Services**

**Bids Will Be Publicly Opened: November 15, 2016; 9:00 a.m.**

Bid Release Date: 10.25.2016



### INSTRUCTION TO BIDDERS

- 1 Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at 201 Community College Drive, Office of the Vice Chancellors Conference Room 200, Governors Building, Baton Rouge, LA 70806, on **November 15, 2016 at 9:00 a.m.**, in response to this Invitation to Bid. All Bids will be publicly opened and read aloud.
- 2 To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. Deliver to 201 Community College Drive, Office of the Vice Chancellors, Room 200, Governors Building, Baton Rouge, LA 70806 on or before the bid opening time. **DO NOT FAX OR EMAIL YOUR BID.**
- 3 All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
- 4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.
- 5 Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
- 6 Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 27.
- 7 By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
- 8 By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed at [WWW.EPLS.GOV](http://WWW.EPLS.GOV).

\_\_\_\_\_  
Signature of Authorized Bidder:  
(Shall be signed and dated)

\_\_\_\_\_  
Company:  
(Typed or printed)

\_\_\_\_\_  
Name, (Typed or Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Payment Terms: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

- 1 Bid form.  
All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:
  - A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
  - B. Bid filled out in pencil;
  - C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
  - D. Telegraphic or facsimile bids.
- 2 Receipt of Bids.  
Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.
- 3 Bid Opening.  
Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.
- 4 Withdrawal of Bids.  
A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.
- 5 Standards of Quality.  
Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Objections to the specifications or bid conditions shall be filed in writing and received by the Purchasing Department at least five (5) days prior to the date of the bid opening.
- 6 This term contract period is for 12 months. Upon agreement of BRCC and the contractor, a term contract may be extended for two additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 36 months.
- 7 NA
- 8 Prices & Delivery.  
Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete and include any fuel, administration, environmental, or other surcharges in your price, and firm for acceptance for a minimum of 45 days. Prices are to be bid on unit of measure requested, per month, per load, per carton, per gallon, etc., as specified in the Invitation. If accepted, prices shall be firm for the contractual period.
- 9 Taxes.  
Vendor is responsible for including all applicable taxes in the Bid Price. BRCC is exempt from all state and local sales and use taxes.
- 10 Award.  
A purchase order or contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form.

BRCC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all Bids and waive any informalities. The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to render services.

- 11 Invoices.  
Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.
- 12 Purchase Order/Contract Cancellation for Cause.  
BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:
- (1) Failure to deliver within the time specified in the contract;
  - (2) Failure of the service to meet specifications, conform to sample quality or to be delivered in good condition;
  - (3) Misrepresentation by the contractor;
  - (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BRCC;
  - (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
  - (6) Any other breach of contract.
- 13 Termination of the Purchase Order/Contract for Convenience.  
BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 14 Termination for Non-Appropriation of Funds  
The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 15 Default of Contractor.  
Failure to deliver within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.
- 16 NA
- 17 Applicable Law.  
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 18 Terms and Conditions.  
This solicitation contains all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.
- 19 Equal Opportunity.  
By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.
- 20 Non-Exclusivity Clause.  
This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

- 21 NA.
- 22 Purpose.  
The purpose of this contract is to provide the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, in accordance with applicable laws and regulations and in accordance with manufacturer's performance specifications.
- 23 Insurance and Indemnity.  
See Exhibit A
- 24 Pre-Bid Inspections.  
Bidder is responsible to inspect any site required for the services and have acquainted himself with all of the conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the services.
- 25 BRCC Inspection.  
All services performed under this contract shall be subject to inspection by BRCC, its staff or a specialist designated by BRCC to ensure compliance with all terms and conditions of this contract at BRCC's expense.
- 26 Vendor submitting a bid shall be in the business covered herein.
- 27 Signature Authority.  
Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.
- 28 BRCC Point of Contact:

## **BID FORM**

Provide a monthly price for 8 yard containers and disposal service for solid waste, 3 times per week at the locations listed below. Base your price on one year minimum service. Please include any fuel, administration, environmental, or other surcharges in your price. Service is to start December 1, 2016. Award will be made by Group. A purchase order will be issued for each group.

## **GROUP A**

BRCC Mid-City:  
201 Community College Drive  
Baton Rouge, LA 70806

<b>Location</b>	<b># of containers</b>	<b>Monthly Price</b>	<b>One Year Total</b>
Bienvenue Student Center	1		
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Magnolia Building	1		
Cypress Building	1		
Louisiana Building	1		
Health & Wellness Center	1		
Receiving Warehouse	1		
LCTCS	1		
Total for Mid-City 8 yard containers =			

BRCC Frazier Building:  
555 Julia Street  
Baton Rouge, LA 70806

Location	# of containers	Monthly Price	One Year Total
Between Front and Back building	1		

BRCC Automotive Training Center:  
2115 N Loddell Blvd  
Baton Rouge, LA 70806

Location	#of containers	Monthly Price	One Year Total
Behind building	1		

BRCC Airport:  
9210 C.E. Woolman Drive  
Baton Rouge, LA 70807

Location	#of containers	Monthly Price	One Year Total
Behind building	1		

BRCC Hooper:  
10700 Hooper Road  
Central, LA 70836

Location	#of containers	Monthly Price	One Year Total
East driveway nook	1		

Monthly price for 3 each 30 yard roll-off container located at the Mid-City campus, 201 Community College Drive. Base your price on one year minimum service. Please include any fuel, administration, environmental, or other surcharges in your price. Service is to start December 1, 2013.

Service	Quantity	Unit of measure	Unit Price	Extended Total
Monthly rent if any	45	monthly		
Initial Delivery Charge	4	each		
Swap out Charge	36	each		
Trip Charge	36	each		
Final Pickup Charge	4	each		
Disposal fee per ton	660	ton		
Total Mid City 30 yard roll off containers =				

**TOTAL FOR GROUP A: \$ \_\_\_\_\_**

## GROUP B

Location	# of containers	Monthly Price	One Year Total
BRCC Acadian 3250 N. Acadian Thruway E. Baton Rouge, LA 70805	4		

## GROUP C

Location	# of containers	Monthly Price	One Year Total
BRCC Plaquemine 25250 Tenant Road Plaquemine, LA 70764	1		

## GROUP D

Location	# of containers	Monthly Price	One Year Total
BRCC Jackson 3337 Highway 10 Jackson, LA 70748	1		

## GROUP E

Location	# of containers	Monthly Price	One Year Total
BRCC New Roads 605 Hospital Road New Roads, LA 70760	1		

## GROUP F

Location	# of containers	Monthly Price	One Year Total
BRCC Port Allen 3233 Rosedale Road Port Allen, LA 70767	1		

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees

and volunteers for losses arising from work performed by the Contractor for the Agency.

### 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

## **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

## **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

## **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and



hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.